

This Indenture,

Made this sixteenth

day of

January

one thousand, nine hundred and forty-eight by and between the SANTA FE PACIFIC RAILROAD COMPANY, a corporation, duly incorporated by Act of Congress approved March 3, 1897, hereinafter designated as Grantor, and

W. A. BERRYHILL

of the County of McKinley, State of New Mexico, hereinafter designated as Grantee.

WITNESSETH, That Grantor for and in consideration of the sum of

Thirteen thousand and no/100

Dollars,

to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey, subject to the reservations, exceptions, and conditions hereinafter contained, unto Grantee and the heirs and assigns of Grantee, that certain real property situated in the County of

McKinley, in the State of New Mexico, described as follows, to wit:

NEW MEXICO MERIDIAN, NEW MEXICOTownship thirteen North, Range ten West

Section 1, containing 638.80 acres, section 3, containing 638.16 acres, section 5, containing 639.36 acres, section 7, containing 630.24 acres, section 9, containing 640.00 acres, section 11, containing 640.00 acres, section 13, containing 640.00 acres, section 15, containing 640.00 acres, section 17, containing 640.00 acres, section 19, containing 644.64 acres, section 21, containing 640.00 acres, section 23, containing 640.00 acres, section 25, containing 640.00 acres, section 27, containing 640.00 acres, section 29, containing 640.00 acres, section 31, containing 640.56 acres, section 33, containing 640.00 acres, and section 35, containing 640.00 acres.

Containing in the aggregate eleven thousand, five hundred thirty-one and seventy-six hundredths acres.

Subject to all conditions, exceptions or reservations contained in Patent or Patents to said lands from the United States of America.

Grantor expressly reserves and excepts all oil, gas, coal and minerals whatsoever, already found or which may hereafter be found, upon or under said lands, with the right to prospect for, mine and remove the same, and to use so much of the surface of said lands as shall be necessary and convenient for shafts, wells, tanks, pipe lines, rights of way, railroad tracks, storage purposes, and other and different structures and purposes necessary and convenient for the digging, drilling and working of any mines or wells which may be operated on said lands. Grantor, or its successors or assigns, will pay to Grantee, or the legal representatives, heirs, successors or assigns of Grantee, a fixed price per acre for the surface of all lands appropriated under this exception and reservation, which price shall be equal to the average price per acre paid for all the lands above described, together with the fair value of the buildings and permanent improvements, if any, on the land the surface of which is so appropriated. If the parties cannot agree upon such fair value it shall be fixed by three appraisers, of whom each party shall appoint one and the two so appointed shall appoint the third.

This conveyance is made subject to and upon condition that in the event that Grantor, or its successors or assigns, or The Atchison, Topeka and Santa Fe Railway Company, or its successors or assigns, or any railroad company at least a majority of whose stock it owns, may at any time hereafter desire to construct across the premises hereinabove described, any railroad tracks, telegraph and telephone lines, or other electric wire lines, oil or water pipe lines, roadways, ditches, flumes or aqueducts, or to operate on said premises gravel and ballast pits and quarries and take material therefrom for railroad purposes, the right of way for any such tracks, telegraph, telephone or other electric wire lines, pipe lines, roadways, ditches, flumes and aqueducts, of sufficient width for the proper protection, maintenance and operation thereof, and the land necessary and convenient for the operation of such gravel and ballast pits and quarries and the taking of material therefrom for railroad purposes, may be appropriated by any such Company desiring to construct such tracks, wire lines, pipe lines, roadways, ditches, flumes or aqueducts, or to operate such gravel and ballast pits and quarries, upon such Company paying or offering to pay to Grantee, or the legal representatives, heirs, successors or assigns of Grantee, a fixed price per acre for the land so appropriated, which price shall be equal to the average price per acre paid for all the land above described, together with the fair value of all buildings and permanent improvements constructed upon the land so appropriated; and Grantee, or the legal representatives, heirs, successors or assigns of Grantee, will convey to such Company such appropriated right of way upon demand and tender of payment as aforesaid.

TO HAVE AND TO HOLD the said real property above described, and its appurtenances, unto Grantee, and the heirs and assigns of Grantee forever, subject always, however, to the reservations, exceptions, covenants and conditions above contained and hereinafter set forth.

And Grantor doth hereby covenant with Grantee, and the heirs and assigns of Grantee, that it is lawfully seized of the aforesaid real property, and that the same is free and clear of all incumbrances whatsoever, and that it will forever warrant and defend the title to the said real property unto Grantee, and the heirs and assigns of Grantee, against all persons lawfully claiming or to claim the same, except taxes levied after December 31st, 19 ⁴⁷, provided, however, that it is expressly understood and agreed between the parties hereto that in case the title to any of such land intended hereby to be conveyed should fail, and Grantee should be evicted therefrom, or from any portion thereof, by any person or persons holding title paramount to the title so intended hereby to be conveyed, that then and in such event, the measure of damages on account thereof, as well as for the breach of any covenant of warranty contained in this deed, whether expressed or implied, shall be such sum, and no more, as will be produced by multiplying the number of acres to which such title shall have failed by the average price per acre paid by Grantee to Grantor for the whole of said real property; and in no event shall the amount of damages which Grantee shall be entitled to receive or recover from Grantor, on account of any breach or breaches in the covenant or covenants contained

in this deed, whether expressed or implied, exceed the said amount above expressed as the consideration hereof, and interest on such amount from the date of the payment thereof at the rate of ~~five~~ ^{five} per cent per annum.

IN WITNESS WHEREOF, Grantor has caused this deed to be signed in its corporate name by its President or Vice President, and its corporate seal to be hereunto affixed, duly attested by its Secretary or an Assistant Secretary, the day and year first above written.

SANTA FE PACIFIC RAILROAD COMPANY,

By (Sgd) R. G. Rydin

Vice- President.

(Corporate Seal)

ATTEST:
(Sgd) H. B. Fink

\$14.30 United States Documentary
Stamps affixed and cancelled.

~~Assistant~~ Secretary.

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

} ss.

On this 19th day of January, 19 48, before me appeared
R. G. RYDIN,

who, being by me duly sworn, did say that he is the Vice-President of the SANTA FE PACIFIC RAILROAD COMPANY, a corporation organized and existing under and by virtue of an Act of Congress approved March 3, 1897, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said R. G. RYDIN acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and notarial seal this 19th day of January, A. D. 1948

(Notarial Seal)

(Sgd) Emma L. MacHugh

Notary Public.

My commission expires
January 15-1952

APPROVED
M. C. Blanchard 1/25/48
NOTARY PUBLIC, COAST LINE

Warranty Deed

SANTA FE PACIFIC RAILROAD
COMPANY

TO

W. A. Berryhill

T 13 N, R 10 W,

McKinley County, New Mexico

dated January 16, 1948

J. E. Lyons
1-16-48